

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re

Lordstown Motors Corp., *et al.*,¹

Debtors.

Chapter 11

Case No. 23-10831 (MFW)

(Jointly Administered)

Re: Docket No. 182

**DECLARATION IN SUPPORT OF RETENTION OF
ANKURA CONSULTING GROUP, LLC
AS PROFESSIONAL UTILIZED IN ORDINARY COURSE OF BUSINESS**

I, James E. Pampinella, pursuant to 28 U.S.C. § 1746, hereby declare that the following is true to the best of my knowledge, information, and belief.

1. I am a Senior Managing Director at Ankura Consulting Group, LLC, located at 425 California Street, Suite 2600, San Francisco, California, 94104 (the “**Firm**”), which has been retained by one or more of the debtors or debtors in possession (collectively, the “**Debtors**”), in the above captioned Chapter 11 Cases, in the ordinary course of the Debtors’ businesses. The Debtors wish to retain the Firm to continue providing ordinary course services during the Chapter 11 Cases, and the Firm has consented to provide such services. This Declaration is submitted in compliance with the *Order (A) Authorizing Retention and Payment of Professionals Utilized in the Ordinary Course of Business and (B) Granting Other Related Relief* (the “**Ordinary Course Professionals Order**”). I have reviewed the Ordinary Course Professionals Order, and I understand the limitations on compensation and reimbursement under such order.

¹ The Debtors and the last four digits of their respective taxpayer identification numbers are: Lordstown Motors Corp. (3239); Lordstown EV Corporation (2250); and Lordstown EV Sales LLC (9101). The Debtors’ service address is 27000 Hills Tech Ct., Farmington Hills, MI 48331.

2. On March 15, 2023, the Debtors retained the Firm to provide litigation support services (the “Services”). The Services include the following: provide damages assessment and expert witness testimony on the trade secret litigation involving Karma Automotive LLC services.

3. Based on a review of the list of parties-in-interest provided to the Firm by the Debtors, the Firm does not represent or hold any interest adverse to the debtor or to the estate with respect to the matter on which the Firm is to be employed.

4. Neither I nor any principal, partner, director, or officer of, or professional employed by, the Firm has agreed to share or will share any portion of the compensation to be received from the Debtors with any other person other than the principal and regular employees of the Firm.

5. Neither I nor any principal, partner, director, or officer of, or professional employed by, the Firm, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors or their estates with respect to the matter(s) upon which the Firm is to be employed.

6. The Firm intends to bill the Debtors for professional services rendered in connection with the Chapter 11 Cases, in accordance with the Ordinary Course Professionals Order, with such bill to include compensation for services based on the hourly rates set forth below, plus reimbursement of actual and necessary expenses and other charges incurred by the Firm. The principal professionals designated to represent the Debtors and their current standard rates are:

James Pampinella (Senior Managing Director)	\$540
Renee Wong (Managing Director)	\$450
Julie Tran (Senior Associate)	\$300
Connor Golembeski (Associate)	\$250
Kira Hellard (Associate)	\$250

7. The rates set forth above are subject to periodic adjustments to reflect economic and other conditions. Such rates are the Firm’s standard rates for work of this nature. The rates

are set at a level designed to fairly compensate the Firm for the work of its professionals and to cover fixed and routine overhead expenses.

8. It is the Firm's policy to charge its clients for all other expenses incurred in connection with a client's representation. The expenses charged to clients include (among other things, travel expenses, lodging and meals) and, in general, all identifiable expenses that would not have been incurred except for representation of a particular client. The Firm will charge the Debtors for these expenses in a manner and at rates consistent with charges made generally to the Firm's other clients.

9. No representations or promises have been received by the Firm, nor by any principal, partner, director, officer, or professional thereof, as to compensation in connection with the Chapter 11 Cases other than in accordance with the provisions of the Bankruptcy Code.

10. As of June 27, 2023 (the "**Petition Date**"), the Debtors owed the Firm \$0 for fees and expenses incurred for prepetition services, the payment of which is subject to the limitations contained in the Bankruptcy Code and any orders of the Court.

11. As of the Petition Date, the Firm held a prepetition retainer balance of \$2,856.

12. The Firm does keep time records in one-tenth of an hour increments in the ordinary course of business.

13. As of the Petition Date, the Firm was a party to an agreement for indemnification with the Debtors. The agreement is not attached hereto because it contains confidential and proprietary information and is subject to its own internal confidentiality provisions. The Firm believes that the Debtors have copies of the agreement. However, the Firm will make the agreement available to the Debtors upon the Debtors' reasonable request.

14. The Firm is conducting further inquiries regarding its retention by any creditors of the Debtors, and upon conclusion of such inquiries, or at any time during the period of its retention, if the Firm should discover any facts bearing on the matters described herein, the Firm will supplement the information contained in this Declaration.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: 8/23/2023



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